

1 GANG, TYRE & BROWN
BRUCE M. RAMER
2 STANLEY P. GOLD
6400 Sunset Building
3 Hollywood, California 90028
(213) 463-4863
4 and
ROSENFELD, MEYER & SUSMAN
5 ALLEN E. SUSMAN
STEPHEN A. KROFT
6 9601 Wilshire Boulevard, Suite 444
Beverly Hills, California 90210
7 (213) 271-9144
Attorneys for Plaintiff and
8 Counterdefendant

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11

12 UNIVERSAL CITY STUDIOS, INC.,)
a corporation,)

13 Plaintiff,)

No. CV 75-3526 R

14 vs.)

15 RKO GENERAL, INC., et al.,)

16 Defendants.)

REPLY OF PLAINTIFF
AND COUNTERDEFENDANT
UNIVERSAL CITY STUDIOS,
INC. TO AMENDED
COUNTERCLAIM OF
DEFENDANT DINO DE
LAURENTIIS CORPORATION

17 _____)
18 RKO GENERAL, INC.,)

19 Counterclaimant,)

20 vs.)

21 UNIVERSAL CITY STUDIOS, INC.,)

22 Counterdefendant.)

23 _____)
24 DINO DE LAURENTIIS CORPORATION,)
INC., a corporation,)

25 Counterclaimant,)

26 vs.)

27 UNIVERSAL CITY STUDIOS, INC.,)
a corporation,)

28 Counterdefendant.)
29 _____)
30

31 Plaintiff and counterdefendant UNIVERSAL CITY
32 STUDIOS, INC. ("counterdefendant") in reply to the Amended

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1 Counterclaim of defendant DINO DE LAURENTIIS CORPORATION
2 ("DDLIC") admits, denies and alleges as follows:
3

4 REPLY TO FIRST COUNT

5 1. Answering paragraph 1, counterdefendant admits
6 the allegations thereof, except that it denies the claims of
7 copyright infringement and unfair competition thereof.

8 2. Answering paragraph 2, counterdefendant admits
9 that DDLIC is a corporation organized and existing under the
10 laws of the State of Delaware and qualified to do and is doing
11 business in Los Angeles County, California. Except as
12 specifically admitted herein, counterdefendant denies each
13 and every allegation thereof.

14 3. Answering paragraph 3, counterdefendant admits
15 the allegations thereof.

16 4. Answering paragraph 4, counterdefendant admits
17 the allegations thereof.

18 5. Answering paragraph 5, counterdefendant admits
19 that defendant and counterclaimant RKO GENERAL, INC. ("RKO")
20 received from the Register of Copyrights a certificate of
21 registration of a claim to copyright identified as No. L 3794
22 and obtained a renewal copyright therein, identified as No.
23 R 267264. Except as specifically admitted herein, counter-
24 defendant denies each and every allegation thereof.

25 6. Answering paragraph 6, counterdefendant denies
26 each and every allegation thereof.

27 7. Answering paragraph 7, counterdefendant is
28 informed and believes and on that ground alleges that RKO
29 has entered into an agreement with DDLIC, pursuant to which
30 RKO purportedly granted to DDLIC, and DDLIC is claiming, the
31 exclusive right to produce a motion picture photoplay using
32 the name, title and character "Kong" or "King Kong". Except

1 as specifically alleged herein, counterdefendant denies each
2 and every allegation thereof.

3 8. Answering paragraph 8, counterdefendant denies
4 specifically that DDLC has an exclusive license from RKO to
5 copy, produce, sell and distribute a remake of the RKO photo-
6 play, notwithstanding the fact that it claims such right. With
7 respect to the balance of paragraph 8, counterdefendant has no
8 information or belief sufficient to enable it to answer the
9 allegations thereof, and on that ground denies each and every
10 allegation thereof.

11 9. Answering paragraph 9, counterdefendant denies
12 each and every allegation thereof.

13 10. Answering paragraph 10, counterdefendant denies
14 each and every allegation thereof. Further, counterdefendant
15 alleges that beginning in August, 1975, it did cause to be
16 written Exhibit A attached to the Amended Counterclaim.
17 Exhibit A is not the screenplay upon which counterdefendant's
18 motion picture will be based. Exhibit A has been superseded
19 by three additional drafts of a screenplay and there are still
20 further drafts contemplated by counterdefendant. The final
21 screenplay when completed, and counterdefendant's motion
22 picture to be based thereon, will not be unlawful and will
23 not infringe any copyright of the defendants herein, or any
24 other person.

25 11. Answering paragraph 11, counterdefendant denies
26 each and every allegation thereof.

27 12. Answering paragraph 12, counterdefendant denies
28 each and every allegation thereof, and, specifically, denies
29 that DDLC has been damaged in an amount not less than
30 \$40,000,000, or in any sum whatsoever, or at all.

31 13. Answering paragraph 13, counterdefendant denies
32 each and every allegation thereof, and, specifically, denies

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1 that DDLC is entitled to punitive damages in the amount of
2 \$50,000,000, or in any sum whatsoever, or at all.

3 14. Answering paragraph 14, counterdefendant denies
4 each and every allegation thereof.

5 15. Answering paragraph 15, counterdefendant denies
6 each and every allegation thereof.

7
8 REPLY TO SECOND COUNT

9 16. Answering paragraph 16, counterdefendant hereby
10 incorporates by reference all of the denials, allegations and
11 admissions as set forth in its answers to paragraphs 1 through
12 10 above, as though the same were fully set forth herein.

13 17. Answering paragraph 17, counterdefendant denies
14 each and every allegation thereof.

15 18. Answering paragraph 18, counterdefendant denies
16 each and every allegation thereof.

17 19. Answering paragraph 19, counterdefendant denies
18 each and every allegation thereof.

19 20. Answering paragraph 20, counterdefendant has
20 no information or belief sufficient to enable it to answer
21 the allegations thereof, and on that ground denies each and
22 every allegation thereof.

23 21. Answering paragraph 21, counterdefendant denies
24 each and every allegation thereof.

25 22. Answering paragraph 22, counterdefendant denies
26 each and every allegation thereof.

27 23. Answering paragraph 23, counterdefendant denies
28 each and every allegation thereof and, specifically, denies
29 that DDLC has been damaged in an amount not less than
30 \$40,000,000, or in any sum whatsoever, or at all.

31 24. Answering paragraph 24, counterdefendant denies
32 each and every allegation thereof and, specifically, denies

1 that DDLC is entitled to punitive damages of \$30,000,000, or
2 in any sum whatsoever, or at all.

3
4 REPLY TO THIRD COUNT

5 25. Answering paragraph 25, counterdefendant hereby
6 incorporates by reference all of the denials, allegations and
7 admissions as set forth in its answers to paragraphs 1 through
8 10, inclusive, and 17 through 20, inclusive, as though the
9 same were fully set forth herein.

10 26. Answering paragraph 26, counterdefendant denies
11 each and every allegation thereof.

12 27. Answering paragraph 27, counterdefendant denies
13 each and every allegation thereof, and, specifically, denies
14 that DDLC has been damaged in an amount not less than
15 \$40,000,000, or in any sum whatsoever, or at all.

16 28. Answering paragraph 28, counterdefendant denies
17 each and every allegation thereof, and, specifically, denies
18 that DDLC is entitled to punitive damages in the amount of
19 \$50,000,000, or in any sum whatsoever, or at all.

20
21 REPLY TO FOURTH COUNT

22 29. Answering paragraph 29, counterdefendant hereby
23 incorporates by reference all of the denials, allegations
24 and admissions as set forth in its answers to paragraphs 1
25 through 10, inclusive, and paragraphs 17 through 20, in-
26 clusive, as though the same were fully set forth herein.

27 30. Answering paragraph 30, counterdefendant denies
28 each and every allegation thereof.

29
30
31 FIRST AFFIRMATIVE DEFENSE

32 31. The First Count of the Amended Counterclaim
fails to state a claim upon which relief can be granted.

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SECOND AFFIRMATIVE DEFENSE

32. The First Count of the Amended Counterclaim fails to state a claim upon which relief can be granted in that counterclaimant has no standing to sue.

THIRD AFFIRMATIVE DEFENSE

33. The Second Count of the Amended Counterclaim fails to state a claim upon which relief can be granted.

FOURTH AFFIRMATIVE DEFENSE

34. The Second Count of the Amended Counterclaim fails to state a claim upon which relief can be granted in that counterclaimant has no standing to sue.

FIFTH AFFIRMATIVE DEFENSE

35. The Third Count of the Amended Counterclaim fails to state a claim upon which relief can be granted.

SIXTH AFFIRMATIVE DEFENSE

36. The Third Count of the amended Counterclaim fails to state a claim upon which relief can be granted in that counterclaimant has no standing to sue.

SEVENTH AFFIRMATIVE DEFENSE

37. The Fourth Count of the Amended Counterclaim fails to state a claim upon which relief can be granted.

EIGHTH AFFIRMATIVE DEFENSE

38. The Fourth Count of the Amended Counterclaim fails to state a claim upon which relief can be granted in that counterclaimant has no standing to sue.

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NINTH AFFIRMATIVE DEFENSE

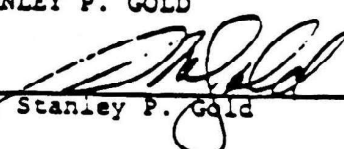
39. Counterdefendant hereby incorporates by reference each and every affirmative allegation set forth in its Complaint on file herein, pursuant to Rule 10(c) of the Federal Rules of Civil Procedure.

WHEREFORE, counterdefendant UNIVERSAL CITY STUDIOS, INC. prays for judgment against counterclaimant DINO DE LAURENTIIS CORPORATION, as follows:

1. For an Order dismissing the counterclaim and ordering that counterclaimant take nothing thereby;
2. For costs of suit, including reasonable attorneys' fees; and
3. For such other and further relief as the Court deems just and proper.

DATED: January 12, 1976.

GANG, TYRE & BROWN
BRUCE M. RAMER
STANLEY P. GOLD

By 
Stanley P. Gold

ROSENFELD, MEYER & SUSMAN
ALLEN E. SUSMAN
STEPHEN A. KROFT

By 
Stephen A. Kroft

Attorneys for Plaintiff and
Counterdefendant

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